

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL  
NEW DELHI

Dated 30<sup>th</sup> May, 2018

M.A. No. 156 of 2018  
in  
Broadcasting Petition No. 37 of 2018

Skynet Digital Service Pvt. Ltd. ... Petitioner

Versus

Indiacast Media Distribution Pvt. Ltd. ... Respondent

**BEFORE:**

**HON'BLE MR. JUSTICE SHIVA KIRTI SINGH, CHAIRPERSON**  
**HON'BLE MR. A.K. BHARGAVA, MEMBER**

For Petitioner : Ms. Nidhi Mohan Parashar, Advocate  
Ms. Mariya Mukhtar, Advocate

For Respondent : Ms. Payal Kakra, Advocate  
Ms. Tanya Gupta, Advocate  
Ms. Vidya Prabhakaran, Advocate

**ORDER**

By **S.K. Singh, Chairperson** – We have heard the parties in respect of M.A. No.156 of 2018 preferred by the respondent under Section 20 of the Telecom Regulatory Authority of India Act, 1997 (TRAI Act). The prayer is to

subject the petitioner/non-applicant with penalty for their failure to comply with interim orders passed by this Tribunal on 21.03.2018 and 05.04.2018.

2. The petition was filed on 07.02.2018 mainly against threat of disconnection of supply of signals to the petitioner MSO by the respondent broadcaster and for execution of a new Interconnection Agreement because the earlier agreement was only till 31.03.2018.

3. After respondent was allowed to conduct audit, as desired by it, on 21.03.2018 order was passed allowing a RIO based agreement for the entire State of U.P. with effect from 01.04.2018, by way of an interim arrangement and subject to final outcome of the petition. The issue of outstanding was also resolved. The respondent is apparently not happy with the interim arrangement. It raised several objections. The petitioner was granted time to file rejoinder. While continuing the interim order further, on 05.04.2018 we recorded, by way of a reminder to the petitioner that it should also honour the term of RIO based agreement deemed to be in force from 01.04.2018.

4. On behalf of respondent/applicant it has been submitted that action under Section 20 of the TRAI Act needs to be taken because the non-applicant is not fulfilling its obligations under the agreement as it has discontinued re-distribution of some of the channels of respondent/applicant without public notice etc.

5. In reply learned counsel for the petitioner/non-applicant has submitted that under the fresh agreement the petitioner has not opted for those channels for which respondent is raising a grievance. The petitioner has already made a request to the respondent to take away the IRD boxes for those channels and hence there is no violation of the RIO based agreement. It has also been submitted that interim orders are rather in favour of the petitioner and there is no question of petitioner violating the same.
6. It is relevant to note that learned counsel for the respondent/applicant also raised a grievance that SMS reports have not been submitted by the petitioner pursuant to the agreement even after end of April, 2018 and substantial part of May, 2018. However, learned counsel for the petitioner pointed out that no such allegation has been made in MA No.156 of 2018 and therefore, this cannot be a ground for considering the prayer in the M.A.
7. Having heard the parties, we are of the considered view that no action is required to be taken under Section 20 because we do not find that petitioner has violated any of the interim orders. Violation of one or the other provisions of an agreement cannot be equated with violation of orders of the Tribunal. Prima facie, we do not find violation even of any substantial provision of the agreement or the relevant Regulations. However, it would always be open for the respondent/applicant to give notice to the petitioner of any substantial violation and if required, to claim damages etc. in accordance with law.

8. With these observations, the prayer made in M.A. No.156 of 2018 is declined. The M.A. stands disposed of.

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**(S. K. Singh, J)**  
**Chairperson**

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**(A.K. Bhargava)**  
**Member**

sks